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8 Attorney for Plaintiff
9 CHAUNTEL RAMPP

10 UNITED STATES DISTRICT COURT
11 SOUTHERN DISTRICT OF CALIFORNIA

12 CHAUNTEL RAMPP,

13 Plaintiff

14 vs.

15 OCWEN FINANCIAL CORPORATION,
16 OCWEN LOAN SERVICING LLC,
17 NOMURA CREDIT & CAPITAL, INC.,
18 EQUITY ONE, INC.,
19 WELLS FARGO BANK, NATIONAL
ASSOCIATION,
20 HSBC BANK USA, NATIONAL
ASSOCIATION,

21 Defendants;
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) CASE NO.: 11-cv3017 BTM(NLS)

) **THIRD AMENDED COMPLAINT FOR**

-) 1. **Breach of Contract;**
) 2. **Permanent Injunction;**
) 3. **Legal Fees Pursuant to Terms of**
) **Contract, and in Compliance with**
) **California Civil Code Section 1717;**
) 4. ACCOUNTING;
) 5. SLANDER OF TITLE;
) 6. APPLICABILITY OF AB-278

FACTS:

1. At all times material to this complaint, Plaintiff CHAUNTEL RAMPP, was a resident of the County of San Diego and the owner of the real property which is the subject of this action, and commonly known as 244 Avalon Drive, Vista, CA 92084, California and more particularly described as a single family residence, non-commercial.

CHAUNTEL RAMPP commenced this action as a "married woman", she continues this matter now as a widow, her second husband, RUSSEL BLACKWOOD, died unexpectedly on 01-01-2013.

2 Said property is the subject of this lawsuit and all claims made herein are based upon the purchase and the ownership of said property in the names(s) of the plaintiff.

3. Defendant OCWEN FINANCIAL CORPORATION is a FLORIDIAN Corporation, (herein after referred to as OCWEN), incorporated in the State of FLORIDA.

4. Defendant OCWEN LOAN SERVICING LLC is a Corporation, (herein after referred to as OCWEN LLC), incorporated in the State of CALIFORNIA, and to the knowledge and belief of this Plaintiff, at this time and continues to operate in the State of California.

5. Defendant NOMURA CREDIT & CAPITAL, INC., is a Corporation, (herein after referred to as NOMURA), incorporated in the State of DELAWARE, and to the knowledge and belief of Plaintiff, at this time and continues to operate in the State of Delaware.

6. Defendant EQUITY ONE INC., is a Corporation, (herein after referred to as EQUITY ONE), incorporated in the State of DELAWARE, and to the knowledge and belief of Plaintiff, at this time and continues to operate in the State of Delaware.

7. Defendant WELLS FARGO BANK, NATIONAL ASSOCIATION, is a Corporation, (herein after referred to as WELLS FARGO), incorporated in the State of DELAWARE, and to the knowledge and belief of Plaintiff, at this time and continues to operate in the State of

1 Delaware.

2 8. Defendant HSBC BANKS USA, NATIONAL ASSOCIATION, is a Corporation,
3 (herein after referred to as HSBC), incorporated in the State of DELAWARE, and to the
4 knowledge and belief of Plaintiff, at this time and continues to operate in the State of Delaware.

5 9. Plaintiffs are ignorant of the Defendants sued as Does 1-20 herein, and thereon allege
6 that said Doe defendants are the agents, employees, representatives, subsidiaries, and controlled
7 entities of the named defendants here and that each Doe defendant at all times herein was acting
8 as the agent or representative of each other and thereby are responsible in some manner for
9 the injuries and damages complained of herein. Plaintiff will seek leave of court to amend this
10 complaint to name the true names and capacities of Doe defendants when the same are
11 ascertained.
12

13 10. Defendant "OCWEN" and its agents, officers, employees, and affiliated or associated
14 parties have engaged in, and continue to engage in, a pattern of unlawful, fraudulent or unfair
15 predatory real estate lending practices.
16

17 11. The Plaintiff entered into a valid contact for the modification of the loan
18 on the real estate described on 04/04/2011. (See attached exhibit "A", which was
19 accepted).
20

21 This loan modification contract was the result of two years of frustrating
22 labor, complicated bankruptcy proceedings (whereby the lender was paid \$14,300.00 in a lump
23 sum for loan arrears), transmission by the plaintiff to the lender of over 500 pages of documents
24 and numerous hours of communication with the lender Litton.

25 12. The loan modification was finally approved for the Plaintiff Ms. Rampp, (see
26 Attached exhibit, "A"), with no unfulfilled contingencies, and this Plaintiff complied with all the
27 conditions of the contract for modification, including, but not limited to, making payments timely.
28

1 13. OCWEN is the assignee of the loan, see attached Exhibit "B".

2 14. When OCWEN, purchased the loan, OCWEN received an Assignment of Rights and
3 Delegation of Duties from Litton, the predecessor in interest. An assignment of rights is a
4 concurrent delegation of duties.

5 15. OCWEN had no option to void the previous contract, and is bound by the obligations
6 of the contract.

7 16. Real property is UNIQUE so damages are not adequate for this Plaintiff; equitable
8 relief of Specific Performance is warranted.

9 17. According to the terms of the contract which OCWEN purchased, legal fees are
10 payable upon breach. Under Civil Code Section 1717, Plaintiff is entitled to recover legal fees and
11 costs.

12 18. Defendant's NOMURA, EQUITY ONE, WELLS FARGO BANK, and HSBC BANK
13 are all agents of each other, and, created a legal entity, a "pooling agreement", (see attached
14 exhibit to 3rd Am. Complaint) which originated the rights of OCWEN as servicer for the existing
15 loan to this Plaintiff.

16 Named parties above, NOMURA, EQUITY ONE, WELLS FARGO BANK, and HSBC
17 BANK, are the agents of each other and act in scope of authority with each other, as such there is
18 direct contractual privity between this Plaintiff and the named Defendants, OCWEN, MONURA,
19 WELLS FARGO BANK, and HSBC BANK.

20 19. Defendant WELLS FARGO BANK, was sued by the Federal Prosecutor PREET
21 BHARARA, case number 12-cv-7527, Plaintiff will file notice of motion and motion to be joined
22 in any restitution available and/or any causes of action she may have against Wells Fargo vis a vis
23 the causes of action sought in this Complaint., (see attached exhibit to 3rd Am. Complaint).

She could not however because of the Slander to her Title, by the actions of the Defendant's and each of them by declaring her property to be in default when it fact it was not.

FIRST CAUSE OF ACTION BREACH OF CONTRACT

22. On or about APRIL 4, 2011, for valuable consideration, Plaintiff, as borrower, made, executed and delivered to defendants, the predecessor in interest to OCWEN, a valid contract (See exhibit "A").

24. Plaintiff seeks a judicial determination and declaration of her rights in the contract, and enforcement of the contract.

SECOND CAUSE OF ACTION PERMANENT INJUNCTION

26. On or about, (See attached Exhibit C), Plaintiff was notified that she was in breach of contract for no reason, and/or that no contract existed between the parties.

THIRD AMENDED COMPLAINT

1 described herein unless the court issues a preliminary and permanent injunction,
2 stopping the pending foreclosure initiated by defendants and maintaining the status quo until the
3 matter is resolved through trial or other means.

4 28. As this property is unique, damages per se will not adequately compensate this
5 Plaintiff.

6 Plaintiff Rampp is entitled to injunctive relief in this matter based upon the following:
7 the allegations pled, evidence submitted, and further argument and evidence to be heard by this
8 Court.
9

10 The Honorable Judge Moskowitz of this Court granted a Preliminary Injunction in this
11 matter on 07/23/2012; see Docket Entry 35 of this Case in Federal District Court.

12 **III.**

13 **THIRD CAUSE OF ACTION**

14 **LEGAL FEES PAYABLE PURSUANT TO THE TERMS OF THE CONTRACT**
15

16 29. The allegations of paragraphs 1-28 are alleged again and incorporated herein by
17 reference.

18 30. See Exhibit "A", Contract between the parties, specifically Paragraph (6) (D) " All costs
19 and expenses incurred by Lender in connection with the Agreement including recording fees, title
20 examination, **and attorney's fees, shall be paid** by the Borrower and shall be secured by the Security
21 Instrument, unless stipulated otherwise by Lender." In application of Reynolds Metals Co. vs.
22 Alperson 25 Cal. 3d. 124, and analysis of Civil Code Section 1717 (2) Section was enacted to
23 establish mutuality of remedy where contractual provision makes recovery of attorney's fees available
24 for only one party...Its purposes require section 1717 to be interpreted to further provide a reciprocal
25 remedy for a non-signatory defendant, sued on a contract as if he were a party to it, when a plaintiff
26 would clearly be entitled to attorney's fees should he prevail in enforcing the contractual obligation
27 against the defendant.
28

1 V.

2 **FOURTH CAUSE OF ACTION**

3 **ACCOUNTING**

4 31. The allegations of paragraphs 1-30 are alleged again and incorporated herein by
5 reference.

6 32. Plaintiff paid a direct payment of \$14,333.21 to Defendant, said payment was made by
7 direct payment from Bankruptcy Trustee when the Plaintiff was in Bankruptcy. This Plaintiff has not
8 received credit on her loan for this payment, nor accounting by the Defendant.
9

10 V.

11 **FIFTH CAUSE OF ACTION**

12 **SLANDER OF TITLE**

13 33. The allegations of paragraphs 1-32 are alleged again and incorporated herein by
14 reference.

15 34. Plaintiff's title to real estate of Slandered by the actions of these Defendant's, the title to
16 The real estate was placed in Default, when in fact the real estate was not in Default.
17

18 35. This Plaintiff was denied access to use of new programs which would have rewarded her
19 for timely payments, and for which she could have been entitled to reduction in principal on the loan.

20 VI.

21 **SIXTH CAUSE OF ACTION**

22 **APPLICAIBILITY OF AB-278**

23 36. The allegations of paragraphs 1-35 are alleged again and incorporated herein by
24 reference.

25 37. This Plaintiff is entitled to all of the rights and protections of AB-278 as this law is
26 "substantive" under the , "Erie" doctrine is therefore directly applicable to this case.
27

28 Such protections include, but are not limited tp payment of legal fees, and agency of the

1 “pooling service” agreement entered into.

2
3
4 WHEREFORE PLAINTIFF PRAYS:

- 5 1. For general damages according to proof, in an amount of not less than \$80,000.00
- 6 2. For special damages according to proof, in an amount not less than \$80,000.00;
- 7 3. For statutory damages if applicable, as outlined within the complaint and as
- 8 determined by the facts of this case;
- 9 4. For a Permanent Injunction stopping and restraining Defendants from
- 10 proceeding with any notice of sale of the property and to restrain defendants
- 11 from pursuing foreclosure upon the property until the claims herein have litigated
- 12 and an adjudication by the parties and enforcement of the contract entered into
- 13 by the parties on 04-04-2011;
- 14 5. For a Permanent Injunction against all defendants ordering all
- 15 foreclosure proceedings cease until further order of the court;
- 16 6. For a Declaration of Rights of the Parties as to the subject property of this action;
- 17 7. For Legal Fees and Costs as provided for in the Contract and applicability of California
- 18 Civil Code 1717, in an amount not less than \$50,000.00;
- 19
- 20

21
22 Respectfully submitted

23 Dated: 01-28-2013

/s/Joseph Rego

24 THE LAW OFFICE OF JOSEPH REGO
25 Joseph J Rego
26 Attorney for Plaintiff
27
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